



Department of Defense Instruction

(2)

SUBJECT Mutual Weapons Development Data Exchange Program (MWDDEP) and Defense Development Exchange Program (DDEP)

References:

- (a) DOD Directive 5129.1, "Director of Defense Research and Engineering," February 10, 1959
- (b) DOD Instruction S-5230.11, "Procedures for Making Classified Military Information Available to Foreign Nationals and Foreign Governments," November 16, 1955
- (c) ODDR&E memorandum to the Military Departments, "Administrative Procedures for Handling Annexes to Data Exchange Agreements with Far East Countries," April 4, 1963 (hereby cancelled)
- (d) DOD Directive C-5100.33, "Allied Data Plan," November 29, 1962

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I. PURPOSE

This Instruction is issued pursuant to the authority of reference (a), and (1) establishes procedures for exchanging certain technical and scientific military information of mutual interest to the United States and other countries through exchange of correspondence, reports, equipment or other material or technical documents, and by visits of technical personnel; and (2) delineates Director of Defense Research and Engineering (DDRE) and Military Department assigned responsibilities for carrying out the subject programs.

II. APPLICABILITY AND SCOPE

The provisions of this Instruction apply to the Military Departments; to the MAAGS as may be determined on a case-by-case basis; and cover the exchange of information concerning a military technical or scientific area, weapon, weapon system, or operational concept. Exchange of information under this Instruction does not duplicate that under reference (d).

III. THE PROGRAMS AND THEIR OBJECTIVES

A. The Mutual Weapons Development Data Exchange Program (MWDDEP) (originally developed under the "Mutual Weapons Development Program"):

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1. Has been broadened to support the following objectives:
 - a. Create closer alliances.
 - b. Enhance the security of the free world.
 - c. Better marshall the technological capabilities of the U.S. and friendly foreign nations.
 - d. Reduce costs and duplication of development efforts.
 - e. Advance the objectives of standardization.
2. Will be administered under a revised simplified format, as follows: A Master Agreement, known as the Mutual Weapons Development Master Data Exchange Agreement has been, or will be, concluded with each of the countries in the Program. Under the authority of the Master Agreement, individual projects will be described in short-form Annexes.

B. The Defense Development Exchange Program (DDEP) has been established for application in the Far East, and will support similar objectives. Master Agreements, known as Data Exchange Agreements, or Arrangements on Data Exchange, have been concluded with several countries concerned, and the individual projects will be described in Annexes.

C. Short Titles

For purposes of clarity, these basic Agreements will be referred to hereafter as "Master MWDDEA's" and "Master DEA's" to distinguish them from the Annexes. Where appropriate, multi-lateral Master MWDDEA's and Master DEA's may be concluded between the U.S. and two or more countries.

D. Additional Agreements

1. To support the objectives set forth above, additional Master MWDDEA's and Master DEA's (initiated by either the U.S., or by the countries involved) will be established with

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countries that have research and development capabilities which can contribute to the U.S. effort on a mutual aid basis.

2. Annexes to these agreements covering specific technical areas will be initiated, on a mutual aid basis, following the procedures in Inclosure 1 to this Instruction. The scope of each Annex will be limited to the narrowest subject area practicable, consistent with beneficial engineering consultation.
3. In the administration of these programs, the Military Departments will employ uniform procedures and format to the greatest practicable degree in their transactions with foreign representatives.

IV. RESPONSIBILITIES

Under existing authority, the Director of Defense Research and Engineering is responsible for determining policies for the MWDDEP and the DDEP, and the Secretaries of the Military Departments (or their designees, as outlined below) are responsible for administering these programs:

- A. Annexes to Master MWDEA's and Master DEA's, and amendments and terminations thereto, may be negotiated and signed at the level of the Assistant Secretary (Research and Development); if desired, this authority may be further delegated to the level of Deputy Chief of Staff for Research and Development (Army - Chief of Research and Development; Navy - Deputy Chief of Naval Operations (Development); Air Force - Deputy Chief of Staff, Research and Development or Commander, Air Force Systems Command), and their immediate Assistants or Deputies.

- B. When recommended by the above authorities in a particular Military Department, DDRE will arrange with the Director of Military Assistance, Office of the Assistant Secretary of Defense (International Security Affairs), to extend the signature authority to the Chief of a MAAG in countries subscribing to the Defense Development Exchange Program (DDEP); or in the absence of MAAG representation, the Military Attaché will be requested to sign for the Military Department concerned.

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V. PROGRAM OUTLINE AND SIGNATURE AUTHORITIES

- A. Master MWDDEA's and Master DEA's will provide, on a continuing basis, for the exchange of technical and scientific military information through military channels in areas of mutual technical interest. Each Master Agreement will have one or more Annexes (see Inclosure 2 for format) for each project area of exchange, describing the technical scope, authorities, and establishments involved in the exchange, and the security level to which the exchange must be confined.
- B. The authorities listed in each Annex include the Project Officers for the United States and the countries involved, and the MAAG or U. S. Embassy in the countries involved, or the countries' Embassies in Washington, D. C. The channel for all exchanges of material is from Project Officer to Project Officer through the MAAG or the Embassy, as appropriate.
- C. The Establishments listed in each Annex will be nominated by their respective governments.
- D. Signature authority on behalf of the United States for Master MWDDEA's and Master DEA's is vested in the DDRE. After establishment of a Master MWDDEA or Master DEA, the Military Departments have been authorized to initiate, sign, amend, and terminate Annexes thereto, as outlined in IV., above. (Existing Master MWDDEA's and Annexes and amendments thereto signed by DEFREPNAME before the effective date of this Instruction remain valid).
- E. To assist in evaluating the desirability of establishing an Annex, and in meeting the objectives set forth in III. A. 1., above, negotiators for the Military Departments shall obtain program information, of the type and in the format shown in Inclosure 3, from each proposed country.

VI. CLASSIFICATION

- A. The security classification of a Master MWDDEA, Master DEA, or Annex thereto, will be as mutually determined by

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the participating countries, regardless of the classification of information to be exchanged (including unclassified information). No signatory country of one of these documents should downgrade this security classification without the agreement of all other signatory countries thereto.

B. The highest level of security classification of material to be exchanged under a Master MWDDEA or Master DEA shall be stated in the Annex thereto covering the specific area of exchange. Such classification level will be no higher than is allowed to be disclosed under reference (b), and the references listed therein, but at the highest level thereunder desired by any of the Military Departments represented in the Establishments and Authorities.

VII. FUNDING

A. As may be approved by the Assistant Secretary of Defense (International Security Affairs), (ASD/ISA), military assistance funds may be used to cover expenses directly associated with U. S. participation in the MWDDEP and the DDEP, including costs of TDY travel by U. S. personnel, and technical assistance as approved by the responsible Military Departments.

B. Where travel of foreign personnel from grant aid countries is deemed in the best interests of the United States, military assistance funds may be used, when approved by the Assistant Secretary of Defense (International Security Affairs). Travel will be by U. S. carriers, unless exception in the best interests of the U. S. is made by ASD/ISA.

C. Costs resulting from the exchange of equipment will, in general, be borne by the country requesting or receiving the equipment.

VIII. IMPLEMENTATION

Two copies of implementing instructions issued by the Military Departments shall be forwarded to the Director of Defense Research and Engineering within ninety (90) days from the effective date of this Instruction.

IX. EFFECTIVE DATE AND CANCELLATION

This Instruction is effective immediately. Reference (c) is hereby superseded.

Harold Brown

Director of Defense Research and Engineering

Inclosures - 4

1. Procedures for Establishing, Amending and Terminating Annexes to Master MWDDEA's and Master DEA's
2. Format for Annex
3. Outline of Information Desired For New Annex
4. Format for Termination of Annex

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PROCEDURES FOR
ESTABLISHING, AMENDING AND TERMINATING
ANNEXES TO MASTER MWDDEA'S AND MASTER DEA'S

A. The following procedures will be followed in establishing an Annex:

1. A proposed Annex originated in another country will be transmitted by the MAAG or Attache, with available supporting information in the format of Inclosure 3, directly to the appropriate Military Department for approval, with one (1) copy to the Director of Defense Research and Engineering, attention ADDRE(IP) and one (1) copy to the Chairman of the State-Defense Military Information Control Committee (S-DMICC). After approval by the cognizant Military Department and coordination with the other Military Departments as appropriate, the proposed Annex will be returned to MAAG or Attache for signature by the authorities in the country concerned (duplicate originals). After completion, one (1) original and five (5) copies of the Annex, signed by both parties, will be furnished DDRE, attention ADDRE(IP). In cases of uncertainty as to which Military Department should be the prime agent, the proposed Annex and supporting information should be forwarded to DDRE.

2. A proposed Annex originated by a Military Department will be coordinated with the other Military Departments as appropriate, with a copy furnished DDRE and Chairman, S-DMICC, and transmitted by the Military Department to the MAAG or Attache (duplicate originals) for signature by the authorities of the country concerned. After completion, one original and five (5) copies of the Annex, signed by both parties, will be furnished DDRE.

3. The DDRE will serve as the repository for Master MWDDEA's, Master DEA's, and Annexes thereto.

4. Numbers for Annexes will be assigned by the Military Departments utilizing the following system:

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<u>Service</u>	<u>Fiscal Year</u>	<u>Country</u>	<u>Project No.</u>
DEA	A-Army	64	A-Australia 1000-3999:Army
	N-Navy	65	B-Belgium 4000-6999:Navy
	AF-Air Force	etc.	C-China 7000-9999:Air Force
	D-OSD-for Joint projects not assigned to one service as Executive Agent		D-Denmark 1- 999:OSD
			F-France
			G-Germany
			I-Italy
			J-Japan
			K-Korea
			TN-Netherlands
			N-Norway
			P-Philippines
			T-Turkey
			S-Sweden

Example: DEA-N-64-J-4000

5. Amendments to Annexes will be processed as above, except changes in the list of Establishments and Authorities, which may be accomplished by Project Officers in direct correspondence.

B. Termination agreements for Annexes will be processed as above except copies are not required by S-DMICC.

C. Other Requirements:

1. DDRE will be kept informed, either by information copies of correspondence or by periodic reports, of the titles and classification of documents or materials exchanged under an Annex.

2. Annexes involving more than one U.S. Military Department will be coordinated directly between Departments, with assistance as required from DDRE.

3. A multi-Service Annex should be used whenever practicable in preference to separate Annexes when two or more Departments establish data exchange with a country in the same technical area.

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4. Termination agreements must contain adequate protective clauses for the subsequent security protection of material that has been exchanged. A sample Termination Agreement is at Inclosure 4.

5. Project Officers may change the Establishments or Authorities by mutual agreement, but no other terms of the Annex. Notification of such changes must be provided to all holders of copies of the Annex.

6. The existence of a Master MWDDEA, a Master DEA, or an Annex thereto with a country is unclassified information as long as the subject of the Annex is not identified. Care must be exercised to classify documents which associate country names with project areas.

7. CINCPAC will be furnished copies of all Annexes signed under the DDEP.

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FORMAT FOR ANNEX

(Project Number and Other Heading Information)

(Title)

Pursuant to the terms and conditions of the / pertinent Master agreement/ signed _____, attached hereto, the two Governments / defense establishments/ hereby establish the following data exchange project:

1. Project Description and Classification.

a. **Scope:** Exchange of Information on the _____

b. **Highest classification of data to be exchanged:**

(Classification)

2. Establishments and Authorities Concerned.

a. **For the United States.**

(1) **Establishments.**

(a) _____

(b) _____

(c) _____

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(2) Authorities. (List by title and office)

(a) Project Officer -

(b) _____

(c) _____

b. For the Government of ()

(1) Establishments.

(a) _____

(b) _____

(c) _____

(2) Authorities. (List by title and office)

(a) Project Officer -

(b) _____

(c) _____

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IN WITNESS WHEREOF, the parties hereto have executed
this Annex No. _____ to the 1 pertinent Master
agreement/ on this _____ day of _____.

Note: Only those Authorities listed herein are authorized to initiate correspondence. Such correspondence will be transmitted through the Project Officer channel as prescribed in the pertinent Master Agreement.

OUTLINE
OF
INFORMATION DESIRED FOR NEW ANNEX

- I. General Description of the Program Which the Annex will Support.
 - A. Mission Statement.
 - B. Improvement Over Present Capability.
 - C. The Major Development Problems Associated with the Program.
- II. Technical Description and Program Summary.
 - A. Statement of Technical Approach.
 - B. Present Fund Programming (may or may not be given in terms of specific funding level).
- III. Security Classification of Program (within country).
- IV. Specific Definition of the Area of Exchange Required to Support the Program.

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TERMINATION AGREEMENT

Termination of Annex No. _____ to

/ Pertinent Master Agreement/

Concerning

1. Annex No. _____ to / Pertinent Master Agreement/ dated _____, sets forth detailed arrangements between the Government of the United States of America and the Government of _____ for the exchange of information of mutual interest concerning _____.

2. As a result of discussions between representatives of the two Governments, it has been determined that there is no further need for exchange of information regarding the project covered by this Annex.

3. Now, therefore, in consideration of the foregoing, the parties do hereby agree that the exchange of information under the Annex is terminated pursuant to the terms of / Pertinent Master Agreement/. The parties do hereby further agree that:

a. The continued use by either Government / party/ of information already exchanged under the project will remain subject to the provisions of / pertinent patent interchange agreement or similar safeguard concerning proprietary rights/.

b. The terms of / Pertinent Master Agreement/ relative to safeguarding and disposing of classified information remain in effect, and permission to reclassify the security level of such information must be sought from the originating Government / party/.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement on the _____.

FOR THE GOVERNMENT OF

:

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA: